



# Price Agreement Amendment

Page 1 of 1  
Printed: 2/25/2005

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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BOTTLING GROUP LLC  
1400 PONTIAC AVENUE  
CRANSTON RI 02920

## CONCESSIONS, VEND MACH

Amendment Date: 02/21/2005

Original Award Date: 06/14/2000

Buyer: MOYNIHAN, JEROME D

Phone #: (401) 222 - 2142 ext. 119

FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

1

Award Number

**68M00210556**

Effective Period:

07/01/2000 - 06/30/2007

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Change Order Note: C/O #1

Department				Bid Number	C/O Req #
ADMINISTRATION		MPA-207		3158	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1  CHANGE TO PO #68M00210556 DATED 6/14/00  CHANGE EFFECTIVE PERIOD: FROM: 7/1/00 - 6/30/05 TO: 7/1/00 - 6/30/07 WHICH REPRESENTS THE MAXIMUM ALLOWABLE CONTRACT TERM  STATE OF RI CONTACT: ANY MAYER 222-2300 - EXT 433				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

## STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



# Notice of Price Agreement Award

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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BOTTLING GROUP LLC  
1400 PONTIAC AVENUE  
CRANSTON RI 02920

## CONCESSIONS, VEND MACH

Award Number      Effective Period:  
**68M00210556**      **7/1/00 - 6/30/05**

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Date: 06/14/2000  
Buyer: JEROME MOYNIHAN  
Shipping: F.O.B., Destination  
Terms: Net 30

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-207	3158
Item		Unit	Unit Price
	7/1/00 - 6/30/05  PER CONCESSIONS, VENDING MACHINES MASTER PRICE AGREEMENT #207-5-3158		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Master Price Agreement - MPA# 207-5-3158

Agency Price Agreement - APA#

COMMODITY/SERVICE DESCRIPTION: CONCESSIONS, VENDING MACHINES

DATE ISSUED: 6/14/00

AGREEMENT PERIOD: 7/1/00 – 6/30/05 OPTION TO  
RENEW FOR UP TO TWO  
ADDITIONAL YEARS

ADMINISTRATOR: JEROME D. MOYNIHAN/act Telephone No. (401) 222-2142 ext. 119

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan  
Administrator, Purchasing Systems

**This is a notice of award, not an order.** Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under **AUTHORIZATION AND RELEASE**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
207-5-3158-1	05-0499995 OCEAN STATE VENDING 28 MOULTON CIRCLE WARWICK, RI 02886  ATTENTION: JAMES O'KANE E-MAIL: <a href="mailto:oceanstatevend@aol.com">oceanstatevend@aol.com</a>	TELEPHONE #: 401-732-7938 FAX #: 401-739-6318 TERMS: NET 30
207-5-3158-2	13-4042453 BOTTLING GROUP LLC THE PEPSI BOTTLING GROUP 1400 PONTIAC AVENUE CRANSTON, RI 02920  ATTENTION: ERIC HANSON E-MAIL: <a href="mailto:ehanson@pepsi.com">ehanson@pepsi.com</a>	TELEPHONE #: 401-468-3329 FAX #: 401-463-6894 TERMS: NET 30

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement - MPA# 207-5-3158

Agency Price Agreement - APA#

**ENTIRE AGREEMENT** - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in Request/Bid Number 3158, (2) the General Terms and Conditions of Contracts for the State of Rhode Island (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island AND (4) any Special Instructions or Provisions contained herein. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies (or political subdivisions of the State) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

**If this is a Master Price Agreement (MPA), Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).**

**CANCELLATION, TERMINATION and EXTENSION** - This Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD** unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

**INSURANCE** - If this is an Agency Price Agreement (APA), annual renewal insurance certificates for Workers' Compensation, Public Liability, Property Damage Insurance, Auto Insurance, etc., must be submitted to the specific agency identified in the "Bill To" section of this agreement. If this is a Master Price Agreement (MPA), send to the appropriate Buyer at the address named below for submitting reports. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of this contract. Failure to provide annual insurance certification may be grounds for cancellation.

**REPORTS** - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data:

- ☐ Items listed in Attachment A – Pricing, which have had no release activity during the period,
- ☐ Billing volume, in total, by month,
- ☒ Shipment quantity during the quarter, by major classification (as identified by Attachment A - Pricing), Reference MPA #207 on all reports,
- ☐ Shipment quantity during the quarter, by item (as identified by Attachment A - Pricing),
- ☐ Shipment quantity during the quarter, by billing address (as identified by Attachment A - Pricing),
- ☐ Other.

**Required documents must be submitted to the BUYER named in this notice at the address below.**

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement - MPA# 207-5-3158

Agency Price Agreement - APA#

### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing.

A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes.

**DELIVERY** - If this is a Master Price Agreement (MPA), vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will ship to the following address:

**PRICING** - All pricing shall be as described in Attachment A - Pricing, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

**INVOICING** - All invoices shall reference the DPO Order Number(s), Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing. Invoices for items not received or for work not yet performed will not be honored.

If this is a Master Price Agreement (MPA), vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will send invoices to the following address:

### SPECIAL TERMS/INSTRUCTIONS/REQUIREMENTS

Contract Term is from July 1, 2000 – June 30, 2005 with an option to renew for up to two additional years. Should contract be extended in years 6 & 7, pricing and commission % will remain as Bid for FY 04/05.

PRICE AGREEMENT: CONCESSIONS, VENDING MACHINES MPA #207  
EFFECTIVE PERIOD: 7/1/00 - 7/30/05 BID #3158 - OPENED 5/9/00  
ATTACHMENT "A"

Item #	Product	Brands	Fixed Vending Price FY 00/01	Fixed Vending Price FY 01/02	Fixed Vending Price FY 02/03	Fixed Vending Price FY 03/04	Fixed Vending Price FY 04/05	Commission Percentage	Vendor Name
45	<b>Cold Beverage Machine</b> Can Soda and Non-Carbonated Canned Beverages (Ice Tea, Hawaiian Punch, Etc.)	Coca-Cola, Pepsi-Cola, 7-Up, RC Cola, Canada Dry plus other National Brands	\$0.65	\$0.65	\$0.65	\$0.70	\$0.70	48 %	The Pepsi Bottling Group
46	Canned Juice (11 1/2oz Can)	Ocean Spray, Minute Maid, Tropicana, Juice Bowl, Welch's Very Fine, Campbell's Fairlee, etc.	\$0.80	\$0.80	\$0.80	\$0.85	\$0.85	50 %	The Pepsi Bottling Group
47	Specialty Drinks ( 12oz Can)	Gatorade, Snapple Beverages, Yoo-Hoo, etc.	\$0.90	\$0.90	\$0.90	\$1.00	\$1.00	48 %	The Pepsi Bottling Group
48	Specialty Drinks (16oz - 20oz Bottles)	Snapple, Coca-Cola, Pepsi Cola, etc.	\$1.00	\$1.00	\$1.00	\$1.25	\$1.25	42 %	The Pepsi Bottling Group